

**INTERGOVERNMENTAL AGREEMENT
FOR ECONOMIC DEVELOPMENT GRANT
BETWEEN
GILA COUNTY
AND
TOWN OF MIAMI**

THIS AGREEMENT is made and entered into effective the _____ day of _____, 2012, by and between ***Gila County***, an Arizona Municipal Corporation, hereinafter referred to as "***County***" and the ***Town of Miami***, an Arizona Municipal Corporation, hereinafter referred to as "***Town***", for use in construction of the Miami Community Pool.

RECITALS

The Gila County Board of Supervisors desire to provide funding to the Miami Community Pool project hereinafter referred to as "Pool", in order to further the completion of the pool repairs and further the economic development within Gila County. The Gila County Board of Supervisors finds that the Pool is operated and maintained within the boundaries of the County and is for the benefit of the public.

SCOPE

It is the intent of the County to provide up to \$3,200.00 in an Economic Development Grant to the Town pursuant to A.R.S. §11-254, to cover the construction material costs for the shade structures located at the Pool. The structures are currently either non-existent or in need of replacement due to structural issues that make them unsafe to the public and employees.

NOW THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, it is agreed as follows:

1. The Gila County Board of Supervisors will contribute the sum of \$3,200.00 for the Economic Development Grant for the Pool.
2. The Town agrees that the Economic Development Grant shall only be used for the construction material costs for shade structures.
3. The Town shall submit to the County receipts verifying the use of Economic Development Grant funds. Such costs will not include payment of wages or salaries of Town employees, Town construction equipment, or fuel for Town vehicles.
4. The Town agrees to use the grant funds by July 31, 2012. The Town agrees to return to the County all grant funds not used by August 31, 2012, to pay for material costs associated with the Pool shade structures.
5. The Town agrees to provide the County with an expenditure accounting of the \$3,200.00 as of July 31, 2012, for the County fiscal year end of August 31, 2012.
6. The Town agrees to indemnify, defend and hold harmless the County in any and all suits, actions, causes, or other claims against the County as the result of the Town's use of the Economic Development Grant funds.

7. If at any time of the Agreement, or within twenty-four (24) months thereafter, the Town should receive a claim of any nature in which a person or persons allege a violation of the law or alleged injuries or damages as a result of the Pool, the Town shall immediately notify the County Manager and the Town Clerk and provide all information requested concerning said claim.
8. The Town and County agree that the County will acquire no title or other property interest in the Pool or any of its buildings or equipment and that the Town will be solely responsible for the Pool.
9. The Town agrees to credit County's Economic Development Grant funding at the Pool and in all Town literature advertising the Pool.
10. The Town and County agree that both parties have established budgets sufficient to allow them to complete their responsibilities under this Intergovernmental Agreement and that the Intergovernmental Agreement will expire after both parties have complied with their obligations under the agreement.
11. This agreement is subject to the cancellation provisions of A.R.S. § 38-511.

IN WITNESS WHEREOF, the parties herein have set their hands and seals this _____ day of _____, 2012.

GILA COUNTY

Tommie C. Martin, Chairman, Board of Supervisors

ATTEST

Marian Sheppard, Chief Deputy Clerk of the Board

APPROVED AS TO FORM

Bryan B. Chambers, Chief Deputy County Attorney
for Daisy Flores, County Attorney

TOWN OF MIAMI

Rosemary Castaneda, Mayor

ATTEST

Karen Norris, Town Clerk

APPROVED AS TO FORM

Town Attorneys
Curtis, Goodwin, Sullivan, Udall, & Schwab, PLC
By: Phyllis L.N. Smiley